



REQUEST FOR QUALIFICATIONS RFQ#TTC-011-122010 Tax Collector Services

The City of Torrington is requesting qualifications from a firm or individual to supply Tax Collection Services for the City. Sealed proposals will be received at the office of the City Purchasing Agent, 140 Main Street, Room 206, Torrington, CT until 11:00 AM, December 20, 2010. **This is not a public opening.** In the event of the closure of City Hall, proposals will be opened on the following business day that City Hall is opened.

Vendor submitting qualifications should have sufficient financial experience and responsibility to be able to carry out the duties as Tax Collector. Vendor chosen shall hold office for a period of four (4) years from May 12 in the year of the appointment. The compensation of the Tax Collector of the City of Torrington shall be determined by the Board of Finance.

Vendor shall be able to prepare and provide a Transition Plan describing how the transition of taxpayer services will be seamless, include plans to address the outstanding payments due to the current tax collector. Provide a plan for continued tax collection in case of untimely death, incapacitation or other unforeseen circumstance impacting the Contractor's ability to fulfill the term of office.

Interested firm or individual are requested to submit an original and eight (8) copies of their qualifications to the Office of the Purchasing Agent, 140 Main Street, Room 206, Torrington, CT 06790, during normal office hours by no later than December 20, 2010 at 11:00 AM. Proposals received after this date and time will be rejected. The cost proposal shall be submitted in a separate sealed envelope and clearly marked. Each proposal must be submitted with all information requested and in a sealed envelope bearing on the outside, the name of the bidder, his address, and the name of the project for which the proposal is submitted, proposal number and bid opening date/time clearly identified on the outside of the envelope/package.

Questions must be submitted by December 10, 2010 at 10:00 A.M. All questions should be submitted by email to pennie_zucco@torringtonct.org. Questions will be answered through an addendum which will be posted on the City of Torrington website. Interested firms should check the website 48 hours before the opening date for addendums. Firms mailing proposals should allow for normal delivery time to ensure timely receipt of their proposals. **Proposals may not be submitted by e-mail.**

The City of Torrington reserves the right to accept or reject any or all proposals, to waive technicalities, or to award the contract to a bidder other than the lowest bid, and to award the contract as it feels will best serve the public interest.

All proposals will be considered valid for a period of ninety 90 days.

REQUEST FOR QUALIFICATIONS

TAX COLLECTOR SERVICES

RFQ #TTC-011-122010

SCOPE OF WORK

SCOPE OF WORK

- 1) Perform all duties imposed upon it as detailed in the Charter of the City of Torrington and also perform all duties and responsibilities required of municipal Tax Collectors as stated in the Connecticut General Statutes as may be amended from time to time.
- 2) Perform all duties imposed upon as detailed in Section 170-7 and 170-9 of the Torrington Code and Connecticut General Statutes Section 7-258 which concerns the manner of collection of sewer user fees.
- 3) Perform all duties and responsibilities required of municipal Tax Collectors as stated in the Connecticut General Statutes.
- 4) Make daily deposits equal to prior days receipt of taxes and sewer user fees to the City Treasurer and no less than once per week reconcile its receivables with the City's Finance Department.
- 5) Refund all overpayments inclusive of certificates of correction reductions of tax, issued by the Office of the Assessor, within three years of payment. Make available upon request documentation of said refunds.
- 6) Utilize rental space provided at the Municipal Building, 140 Main Street, Torrington, CT to provide face to face customer service.

RESPONSIBILITIES OF TAX COLLECTOR

- 1) Will be responsible for all costs associated with the printing and mailing of tax bills and sewer user charges and the printing and mailing costs of housing and building supplement packages, personal property supplement taxes, and motor vehicle supplement taxes. Tax bill will include Tax Office address, phone number, and website and instructions for payment of tax bills and other tax payment inquiries.
- 2) Use the software program in use by the City and must maintain adequate hardware to run the software and pay for the cost of any needed software support. The Tax Collector's computers must allow for real time interface with the Assessor's Office and the Finance Department. Office staff must be trained on how to use software.
- 3) Create and maintain a user friendly web site to be linked to the City's website, explaining tax collection deadlines, consequences for failure to timely pay its policies and procedures and other relevant tax collection information. Set up program to be able to accept online payments via credit card or online check.

4) Shall operate a phone system of at least four (4) incoming phone lines for voice only transmissions and voice mail which will be provided by the City.

BONDS

The proposer and/or his insurance carrier shall annually provide the City with copies of bonds and submit proof that the proposer can obtain the necessary bonds which must be submitted with the proposal. Said proof shall consist of a commitment letter signed by an officer or attorney-in-fact of a surety company licensed to do business in the State of Connecticut stating that it will furnish the Applicant with said Faithful Performance Bond and the Bond guaranteeing payment of amounts due on the tax rate books of the City of Torrington and a letter of credit.

A) Pursuant to the provision of Section 12-136 of the Connecticut General Statutes, the proposer shall give a surety bond to run for the term of his office for the faithful discharge of his duties in the amount of Three Hundred Thousand (\$300,000.00) dollars in a form approved by the State Tax Commissioner.

B) In addition to this provision, proposer agrees to procure a surety bond or letter of credit from a company of good standing approved by the City in the amount of Seven Million Dollars (\$7,000,000.00) guaranteeing the payment of amounts due on tax rate books of the City. This bond/letter must be maintained throughout the term of office and must be presented to City every six months.

CUSTOMER SERVICE

1) All official interaction with the public shall be in a professional and courteous manner and shall provide its office staff with a professional customer service training annually.

2) Shall accept payment via credit card services. The fees for establishing and maintaining a credit card payment service shall be paid by the Tax Collector. Actual fees for charges shall be paid by the taxpayer who shall be given notice of the fee and a detail of the fee amount prior to the final submission of payment.

3) Office shall be open and available to the public during the same hours that City Hall provides service to the public. In order to change hours for in-house training, proposer must have the approval of the Mayor's office. Such approval will not be unreasonably withheld, and shall make advanced notice of such change in hours to the public within local newspapers and posting throughout City Hall at its own expense.

MEETINGS

Proposer shall be available for meetings with the Mayor or Corporation Counsel, monthly meeting availability with the Assessor and Deputy Assessor, at least annually with the Board of Finance and prior to noticing any tax sale with the City Council.

POLICIES AND PROCEDURES

Proposer shall prepare a pamphlet of its policies and procedures detailing its process for executions, jeopardy tax and tax sales. These pamphlets will be available to the public and will be posted on the Tax Collector's and the City's website.

DOCUMENTATION

- 1) Proposer shall supply the City's Treasurer's office with copies of any tapes, books or records on a monthly basis showing prepayments received and deposited in said account.
- 2) The City reserves the right to inspect and audit any tapes, books or other records upon reasonable notice and at reasonable times. The proposer shall supply the City's Treasurer's office with copies of any tapes, books or records on a daily basis showing a reconciliation between the daily deposits received and paid to the city.
- 3) Prepare and disclose job descriptions of its staff responsibilities and qualifications.
- 4) Provide the City Treasurer's office with a hard copy of the Tax Rate Book on an annual basis.

INSURANCE

The Contractor shall provide the City, at its own expense, certificates of insurance for the below outlined coverage and limits. Each certificate shall require that notice be given to the City not less than thirty days prior to the cancellation or material change in the policy.

Liability Insurance shall be in the type and amounts shown below:

General Liability	\$2,000,000
Excess Liability Umbrella Form	\$5,000,000/\$5,000,000
Worker's Compensation and Employer's Liability	\$500,000/\$100,000
Professional Liability	\$15,000,000

All policies shall name the City of Torrington, its officers, agents, and employees as additional insured. This provision shall be reflected on all Certificates of Insurance.

REQUIREMENTS

Affirm that proposer is properly licensed and insured or otherwise permitted to provide these services in Connecticut.

List of references that you have supplied similar service to and include the name and contact information for these references.

Supply resumes of personnel working in the Tax Office.

Provide any additional information or documentation about your firm that you believe will assist the City in making its selection.

In addition to acceptance of the terms of the proposed tax collector agreement set forth below, the successful proposal must comply with the following:

Provide the commission rate as discussed in section 7, Basis and Method of Contract Payment.

Provide a certified Financial Statement showing the contractor's net worth and undergo a thorough background check.

**Proposed
TAX COLLECTOR AGREEMENT**

THIS AGREEMENT, entered into this ~ day of, 2010, by and between the City of Torrington, a municipal corporation located in the County of Litchfield and State of Connecticut, acting herein by the Honorable Ryan J. Bingham, its Mayor, hereunto duly authorized by the Board of Councilmen and the Board of Finance of the City of Torrington, hereinafter referred to as "City", and _____, hereinafter referred to as "XXX".

WITNESSETH

WHEREAS, the City, pursuant to Title XIV of the "Charter of the City of Torrington Including All Revisions through January 13,1994", has solicited bids for the position of Tax Collector, and

WHEREAS, _____ has submitted satisfactory evidence that it has sufficient financial experience and responsibilities to be able to carry out the duties of Tax Collector, and

WHEREAS, in a joint session of the City of Torrington Board of Councilmen and its Board of Finance on _____, _____ was appointed to the position of Tax Collector.

NOW THEREFORE, in view of the foregoing and in consideration of the mutual promises herein set forth, the parties agree as follows:

1. SCOPE OF WORK

1.1 XXX shall perform all duties imposed upon it as detailed in Title XIV - Tax Collector of the "Charter of the City of Torrington, Including All Revisions to January 13, 1994", attached hereto and made a part hereof, and also perform all duties and responsibilities required of municipal Tax Collectors as stated in the Connecticut General Statutes as may be amended from time to time.

1.2. XXX shall perform all duties imposed upon it as detailed in Sections 170-7 and 170-9 of the Torrington Code and Connecticut General Statutes Section 7-258 which concerns the manner of collection of sewer user fees. The City authorizes XXX to assess interest in conformity with said Sections.

1.3 TAX COLLECTOR shall perform all duties and responsibilities required of municipal Tax Collectors as stated in the Connecticut General Statutes, Chapters 204 and 205 as may be amended from time to time.

1.4 TAX COLLECTOR shall make daily deposits equal to prior days receipt of taxes and sewer user fees to the City Treasurer for each installment of total taxes due (July and January) and total sewer user fees due (July and January) until settlement date of each installment (on or before the first Monday in November and May), and no less than once per week reconcile its receivables with the City's Finance Department.

1.5 All prepayments shall be deposited in a joint account to be established by XXX and the City. All interest on said account shall be the property of the XXX. Prepayments

shall be defined as all receipts of taxes and sewer use fees paid to XXX prior to the due date of said taxes and sewer user fees. All pre-payments shall be due on or before July 1st and January 1st. XXX shall be entitled to the interest earned on said monies at the then prevailing rate of interest earned on the City's investment account until the first Monday in September and March. XXX shall make said payments to the City in increments of at least \$300,000.00 when received prior to July 1st and January 1st of each year.

1.6 TAX COLLECTOR shall timely refund all overpayments inclusive of certificates of correction reductions of tax, issued by the Office of the Assessor, within three years of payment regardless of whether the refund was requested by the taxpayer. TAX COLLECTOR shall make available upon request documentation of said refunds.

1.7 TAX COLLECTOR shall utilize rental space provided at the Municipal Building, 140 Main Street, Torrington, Connecticut to provide face to face customer service.

2. TAX COLLECTOR'S RESPONSIBILITIES

2.1 TAX COLLECTOR shall be responsible for all costs associated with the printing and mailing of tax bills and sewer user charges including, but not limited to, the printing and mailing costs of housing and building supplement packages, personal property supplement taxes, and motor vehicle supplement taxes. Tax bills must include the Tax Collector's Office address, phone number, and website and instructions for payment of tax bills and other tax payment inquiries.

2.2 Information Technology

2.2.1 TAX COLLECTOR shall use the software program in use by the City. All office staff must receive training on how to use the software. The City shall maintain the software and cover the cost of software upgrades, TAX COLLECTOR must maintain adequate hardware to run the software and pay for the cost of any needed software support. The Tax Collector's computers must allow for real time interface with the Assessor's Office and the Finance Department.

2.2.2 XXX shall create and maintain a user friendly website to be linked to the City's website, explaining tax collection deadlines, consequences for failure to timely pay, its policies and procedures and other relevant tax collection information. XXX shall also be able to accept online payments via credit card or online check.

2.2.3 The City shall provide at least four (4) incoming phone lines for voice only transmissions and voice mail, and XXX shall operate a phone system capable of handling all four incoming lines.

2.3 Bonds

TAX COLLECTOR and/or his insurance carrier shall annually provide the City with copies of the bonds referenced in sections _____. Proof that the proposer can obtain the necessary bonds must be submitted with the proposal. Said proof shall consist of a commitment letter signed by an officer or attorney-in-fact of a surety company licensed to do business in the State of Connecticut stating that it will furnish the Applicant with

said Faithful Performance Bond and the Bond guaranteeing payment of amounts due on the tax rate books of the City or Torrington and a letter of credit.

2.3.1 Pursuant to the provision of Section 12-136 of the Connecticut General Statutes, TAX COLLECTOR shall give a surety bond to run for the term of his office for the faithful discharge of his duties in the amount of Three Hundred Thousand (\$300,000.00) dollars in a form approved by the State Tax Commissioner.

2.3.2. In addition to the provisions of paragraph _____, TAX COLLECTOR agrees to procure a surety bond or letter of credit from a company of good standing approved by the City in the amount of Seven Million Dollars (\$7,000,000.00) guaranteeing the payment of amounts due on tax rate books of the City. This bond/letter must be maintained throughout the term of office and must be presented to City every six months.

2.4 Customer Service

2.4.1 XXX shall conduct all official interaction with the public in a professional and courteous manner and shall provide its office staff with a professional customer service training annually.

2.4.2 XXX shall accept payment via MasterCard and VISA credit card services. Fees for establishing and maintaining a credit card payment service shall be paid by the tax Collector. Actual fees for charges shall be paid by the taxpayer who shall be given notice of the fee and a detail of the fee amount prior to the final submission of payment.

2.4.3 XXX shall be open and available to the public during the same hours that City Hall provides service to the public. XXX may change its hours as needed for one-time or otherwise specific purposes, (i.e. in-house training) with the approval of the Mayor's office. Such approval will not unreasonably be withheld, and shall make advanced notice of such change in hours to the public within local newspapers and postings throughout City Hall at its own expense.

2.5 Meetings

XXX shall from time to time be called upon for meetings and as minimum will meet as needed with the Mayor or Corporation Council, monthly with the Assessor and the Deputy Assessor at least annually with the Board of Finance and prior to noticing any tax sale with the City Council.

2.6 Exclusions

2.6.1 In the event the City abates the amount of any tax due the City for hardship under the provisions of C.G.S. 12-124; abates any tax due the City for any other reason provided for in the General Statutes; such as volunteer firefighters or the amount of any property tax due the City is discharged in bankruptcy, XXX shall not be responsible to the City for the payment of any such abated or discharged tax.

2.6.2 XXX shall not be responsible to pay the taxes due the City on any properties he acquires in his role as Tax Collector for a period of one (1) year thereafter.

3. FACILITIES

3.1 The City hereby grants to XXX for the term of his office, adequate floor space in the Municipal Building at 140 Main Street in the City of Torrington, County of Litchfield and State of Connecticut, or such other suitable office space, to discharge his duties. The City shall also provide six (6) parking spaces which may be situated in the adjacent municipal parking lot.

3.2 XXX shall have all rights to means of ingress into and egress out of said premises together with the improvements, fixtures, equipment and facilities located on said premises.

3.3 The City shall paint at least once during the term of said appointment and shall provide, during the term of said appointment, heat, electricity, janitorial services, toilet facilities and reserved parking for XXX.

3.5 XXX shall pay rent for said office space in the following manner: Three Hundred-Fifty Dollars (\$350.00) per month for the term of the contract.

4. POLICIES AND PROCEDURES

XXX shall prepare a pamphlet of its policies and procedures detailing its process for executions, jeopardy tax and tax sales. These pamphlets will be available to the public and will be posted on the Tax Collector's and the City's website.

5. DOCUMENTATION

5.1 XXX shall supply the City's Treasurer's office with copies of any tapes, books or records on a monthly basis showing the prepayments received and deposited in said account.

5.2 The City, its agents, servants and employees reserve the right to inspect and audit any tapes, books or other records of XXX upon reasonable notice and at reasonable times. XXX shall supply the City's Treasurer's office with copies of any tapes, books or records on a daily basis showing a reconciliation between the daily deposits received and paid to the City.

5.3 XXX shall prepare and disclose job descriptions of its staff responsibilities and qualifications.

5.4 XXX shall provide the City Treasurer's office with a hard copy of the Tax Rate Book on an annual basis.

6. EVALUATION

XXX shall submit an annual performance self-evaluation review as appended hereto as Exhibit ____ to the Board of Finance. Additionally, the XXX and the Board of Finance shall meet annually in the month of May to review and discuss with XXX his performance as well as his delivery of customer service.

7. BASIS AND METHOD OF CONTRACT PAYMENT

Upon verification of the Treasurer's Office of taxes collected and deposited, the commission payable to XXX for the initial term of this contract from May 2011 to May 2015 shall be the percentage rate of _____ on the total amount of taxes and sewer user fees collected. The payment schedule shall be as follows:

- a. Collected through July 31-Commission Payment on August 2nd
- b. Collected through October 31-Commission Payment on the 2nd Tuesday in November
- c. Collected through January 31-Commission Payment on February 2nd
- d. Collected through April 30-Commission Payment on the 2nd Tuesday in May

8 LIENS

XXX shall not, without the express written consent of the Board of Finance, sell or transfer any liens, property taxes, and/or sewer user fees to a third party. Notwithstanding the above, XXX may, at the end of his term as tax collector, sell to the new tax collector his liens in an effort to maintain continuity in the tax collector's office.

9 ASSIGNMENT

XXX shall have the right to assign or delegate his duties and responsibilities under this agreement with the prior written consent of the City, which consent shall not be unreasonably withheld. Nothing in this paragraph shall be construed to relieve XXX of his duties and obligations under this Agreement.

10 DURATION

The City hereby appoints and engages XXX to act as the Tax Collector for the City of Torrington for a period of four (4) years commencing on May _____, 2011 and terminating on May _____, 2015 based on the satisfactory performance of XXX as the Tax Collector as hereinafter set forth.

11 TERMINATION

Upon completion of this contract and any successor contract, XXX shall supply to Torrington all his records on computer disk and hard copy regarding delinquent and past due sewer use charges, personal, motor vehicle and real property taxes, including the identity and location of the tax payer, the amount of past due or delinquent taxes/charges and any interest. XXX shall also supply to Torrington all subsequent records regarding payments and amounts still outstanding on a monthly basis until all such amounts are paid in full and any liens have been released.

12. INSURANCE PROVISIONS

13.1 The Contractor shall provide the City, at its own expense, certificates of insurance for the below outlined coverage and limits. Each certificate shall require that notice be given to the City not less than thirty days prior to the cancellation or material change in the policy.

Liability Insurance shall be in the type and amounts shown below:

General Liability	\$2,000,000
Excess Liability Umbrella Form	\$5,000,000/\$5,000,000
Worker's Compensation and Employer's Liability	\$500,000/\$100,000
Professional Liability	\$15,000,000

All policies shall name the City of Torrington, its officers, agents, and employees as additional insured. This provision shall be reflected on all Certificates of Insurance.

13.2 The Contractor shall indemnify, hold harmless, and exempt the city, its agents, servants, and employees from and against all legal proceedings, claims and associated costs and Attorney's fees incident to any work done in the performance of this contract arising out of a willful or negligent act or omission of the XXX, its agents, servants, or employees.

13. DEFAULT

If XXX fails to perform this Contract in accordance with its terms, the CITY shall have the right, in addition to all other remedies it may have, to declare the XXX in default, and to resubmit the contract for further bid.

14. GENERAL REQUIREMENTS AND CONDITIONS

14.1 Hold Harmless Agreement:

The Contractor shall indemnify and hold harmless the City and their agents and employees from and against all claims, damages, losses, and expenses, including attorney's fees of counsel selected by the City, arising out of or resulting from the performance of the work, and/or the supplying of materials, provided that any such claim, damage, loss or expense is caused in whole or in part by any negligent act or omission of the XXX or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder.

14.2 Affirmative Action Policy

The City of Torrington is an equal opportunity employer, and requires an affirmative action policy for all of its Contractors and Vendors as a condition of doing business with the City, as per Federal Order 11246. XXX agrees to this condition of doing business with the City and should the City choose to audit XXX's compliance, Contractor agrees to cooperate fully.

15. TRANSFERABILITY OF CONTRACT

No assignment of the Contract or any right accruing under this Contract shall be made in whole or in part by XXX without the express written consent of the City. In the event of any assignment, the assignee shall assume all of the liability of the XXX.

16. CONTRACT DOCUMENTS

This written agreement embodies the whole agreement between the parties and there are no inducements, promises, terms, conditions or obligations made or entered into by either the City or XXX contained herein.

17. SEVERABILITY

All covenants and agreements herein are severable and in the event that any of them shall be held to be invalid by any competent court, this contract shall be interpreted as if such invalid agreements or covenants were not contained herein.

18. AUDIT

TAX COLLECTOR shall submit to an audit of its operations and shall produce documents necessary for the completion of the audit as requested. The audit shall be performed by qualified auditors of the City's choosing and shall not occur more than once each contract year. The audit shall be paid by the city.

**CITY OF TORRINGTON
RFQ #TTC-011-122010
QUALIFICATIONS FOR TAX COLLECTOR**

The undersigned has read, understands, and agrees to comply with the requirements contained in the Request for Qualifications for Tax Collector Services. The undersigned submits this proposal in good faith and without collusion with any other person, individual or firm.

Name and Address of Firm:

Name, Title and Contact Information (phone, fax, email) of Authorized Representative:

Social Security or Federal ID#

Signature of Authorized Representative:

(Attach additional sheets as necessary)

APPENDIX A FEE

PROPOSAL

My proposal to provide Tax Collector Services is as follows:

Cost/Year One: _____

Cost/Year Two: _____

Cost/Year Three: _____

Cost/Year Four: _____

Total Cost: _____